

BEFORE THE  
ILLINOIS COMMERCE COMMISSION

IN THE MATTER OF:

CECILE N. MILOTTI

V

ILLINOIS BELL TELEPHONE COMPANY

Complaint as to billing and/or charges.

) No. 07-0365  
) Prehearing

Chicago, Illinois

July 18, 2007

Met pursuant to notice at 10:00 a.m.

BEFORE :

MR. JOHN RILEY, Administrative Law Judge.

APPEARANCES :

MS. CECILE MILOTTI  
422 Rosewood Avenue  
Winnetka, Illinois 60093  
appeared pro se;

MR. JAMES A. HUTTENHOWER  
225 West Randolph Street  
Suite 25-D  
Chicago, Illinois 60606  
appeared for the Respondent.

SULLIVAN REPORTING COMPANY, by

1 Teresann B. Giorgi, CSR

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I N D E X

<u>Witnesses:</u>	<u>Dir.</u>	<u>Crx.</u>	Re- <u>dir.</u>	Re- <u>crx.</u>	By <u>Examiner</u>
NONE					

E X H I B I T S

<u>Number</u>	<u>For Identification</u>	<u>In Evidence</u>
NONE		

1 JUDGE RILEY: Pursuant to the direction of  
2 the Illinois Commerce Commission, I call  
3 Docket 07-0365. This is a complaint by Cecile N.  
4 Milotti versus AT&T Communications of Illinois,  
5 Inc., as to billing and/or charges.

6 Ms. Milotti, you are appearing without  
7 counsel, is that correct?

8 MS. MILOTTI: Correct.

9 JUDGE RILEY: And, Mr. Huttenhower, you're here  
10 for AT&T?

11 MR. HUTTENHOWER: Yes.

12 JUDGE RILEY: Which we all know as Illinois  
13 Bell.

14 Please enter an appearance.

15 MR. HUTTENHOWER: James Huttenhower,  
16 H-u-t-t-e-n-h-o-w-e-r, 225 West Randolph Street,  
17 Suite 25-D, Chicago, Illinois 60606.

18 JUDGE RILEY: Thank you.

19 And at this point, Ms. Milotti, I  
20 trust that you have had a chance to look over the  
21 Verified Motion of AT&T of Illinois to dismiss --

22 MS. MILOTTI: Right.

1 JUDGE RILEY: -- your complaint and to strike  
2 the allegations?

3 MS. MILOTTI: Right.

4 What I did was, I went online and I  
5 have here -- this is only a small portion of a Web  
6 site where people are complaining about AT&T, their  
7 services.

8 And the fact that Mr. Huttenhower said  
9 that they are not responsible for what their  
10 employees say -- well, what their representatives  
11 say on the phone. I asked my attorney and they said  
12 that anyone who is employed by a company is  
13 representing the Company and, therefore, whatever  
14 they say is what the Company is supposed to do.

15 JUDGE RILEY: Okay. What specifically is that  
16 leading us to?

17 MS. MILOTTI: It's --

18 JUDGE RILEY: In other words, somebody at AT&T  
19 told you something?

20 MS. MILOTTI: Oh, yes.

21 They actually started by saying that  
22 the conversation was going to be recorded, which

1 gives me -- gives everybody kind of a sense of  
2 security, and she specifically said -- well, first  
3 of all, she made an error because, as I have said  
4 many times, I have asked to have only my phone  
5 number at home, the 846-446-7339 (sic) number and my  
6 business number, the 847-446-3394 number in that  
7 specific package, instead -- and I specified that  
8 the 847-446-5476 number is a dedicated fax and DSL  
9 line, therefore, I wanted absolutely no features on  
10 it.

11                   She, then, confirmed everything that  
12 we discussed. So, she said -- and she --

13       JUDGE RILEY: Who's the "she," that you are  
14 talking to? Do you have any idea who this person  
15 is?

16       MS. MILOTTI: Probably her name is on -- and I  
17 could fax this to you because there are plenty --  
18 and I keep everything. So, I have from May of last  
19 year the person I spoke to, the date --

20       JUDGE RILEY: Okay. Getting back to your  
21 complaint --

22       MS. MILOTTI: Yes.

1 JUDGE RILEY: -- you have certain features on  
2 your primary line, which is 446-7339.

3 MS. MILOTTI: That particular program -- and as  
4 a matter of fact, funny enough, I have received  
5 more, whatever you call these (indicating), and --

6 JUDGE RILEY: Promotional materials.

7 MS. MILOTTI: Promotional material.

8 And it tells you that you can have up  
9 to, I think, 10 features -- this is a new one from  
10 the one --

11 JUDGE RILEY: Okay. What we're talking about  
12 is, according to the complaint -- to the motion that  
13 was filed by Illinois Bell, your primary line is  
14 446-7339 --

15 MS. MILOTTI: Right.

16 JUDGE RILEY: And then they have your secondary  
17 line down as 446-5476.

18 MS. MILOTTI: Which is incorrect.

19 JUDGE RILEY: Okay. You say it's incorrect.

20 All right. These are included under some kind of a  
21 service package called, All Distance 2-Line Service  
22 Package.

1 MS. MILOTTI: Correct.

2 JUDGE RILEY: Now, what you're saying is, this

3 4576 is a fax line?

4 MS. MILOTTI: Correct, fax and DSL.

5 JUDGE RILEY: Okay. And the 446-3394 is

6 actually your business line.

7 MS. MILOTTI: Correct.

8 JUDGE RILEY: And what you want are the same

9 features on line 7739 and 3394 --

10 MS. MILOTTI: Correct.

11 JUDGE RILEY: Caller ID, Call Waiting --

12 MS. MILOTTI: Right. It's actually Talking Call

13 Waiting and Caller ID, and this is what she has

14 confirmed to me when, supposedly, the conversation

15 was being recorded. I do have her name and the

16 exact date, if you wish.

17 JUDGE RILEY: Okay. We'll get to that later on.

18 The other matters that you referenced

19 in your complaint, one was the \$50 DSL rebate. We

20 don't have any jurisdiction over DSL, nor do we have

21 any jurisdiction over the subsidiary of AT&T that

22 provides DSL, so we can't deal with that in this



1 forum. Plus the fact that it states in the Motion  
2 to Dismiss, that you were granted a credit for that  
3 DSL.

4 MS. MILOTTI: Correct.

5 JUDGE RILEY: So, I don't see where there's an  
6 issue there.

7 MS. MILOTTI: Can I possibly -- since I'm not  
8 very sure, since I'm not a lawyer, I don't know how  
9 these things are done, but can I possibly present as  
10 evidence this (indicating) --

11 JUDGE RILEY: We're not at the evidentiary stage  
12 of the proceeding, but --

13 MS. MILOTTI: Okay.

14 JUDGE RILEY: -- what is that?

15 MS. MILOTTI: These are all people who have  
16 several messages, and it does say, AT&T, about AT&T  
17 service. One of them says, I'm encouraging people  
18 to rate AT&T/SBC on Wrap Leave (phonetic), whatever  
19 that is, that's another Web site, complaining about  
20 AT&T.

21 May I continue, Judge, if you don't --

22 JUDGE RILEY: Certainly. Go ahead.

1 MS. MILOTTI: It seems that a lot of people have  
2 actually completely -- they have not received their,  
3 quote unquote, rebate, which was supposed to be in  
4 the form of a check. They could do with it whatever  
5 they wanted. Instead, it was sent in form of a --  
6 in the form of a credit, which means that the money  
7 really didn't come out of AT&T, they just credited  
8 the account.

9 JUDGE RILEY: Right.

10 MS. MILOTTI: Some of them are saying that it  
11 took so long, they actually forgot that they was  
12 supposed to be getting a rebate.

13 JUDGE RILEY: Okay. You keep referring to  
14 "they." These people are -- these documents that  
15 you have there, are these -- this is a list of  
16 people that have had similar --

17 MS. MILOTTI: Yes.

18 JUDGE RILEY: Ma'am, that's all irrelevant. It  
19 has no relevance here at all.

20 MS. MILOTTI: The fact that AT&T has provided  
21 service that is inadequate for -- I understand,  
22 Judge, that you're saying that SBC, or the DSL

1 service is a separate company, but when we are --  
2 when we subscribe to it, it says, AT&T. So, who do  
3 we go to?

4 JUDGE RILEY: It's just on the AT&T billing  
5 form.

6 Whatever other people are complaining  
7 about is not evidence of anything.

8 MS. MILOTTI: It is not evidence that --

9 JUDGE RILEY: No.

10 MS. MILOTTI: -- that there's a lot of people  
11 with a lot of problems just like mine?

12 JUDGE RILEY: Well, no, it is irrelevant. It  
13 does not have any relevance here at all.

14 MS. MILOTTI: Well, again, I am not a lawyer,  
15 but I'm -- I cannot imagine that these -- these are  
16 facts. I mean, there are several Web sites  
17 complaining about AT&T.

18 JUDGE RILEY: But there's nothing to show those  
19 complaints have any merit. All they are are people  
20 complaining.

21 MS. MILOTTI: Well, obviously, they must have  
22 something to complain about.

1 JUDGE RILEY: Not necessarily.

2 Let's get back again to the other  
3 allegations.

4 MS. MILOTTI: Yes.

5 JUDGE RILEY: You had talked about Line-  
6 Backer --

7 MS. MILOTTI: No, not really. In other words,  
8 what had been agreed upon when I subscribed to that  
9 particular plan was that I was going to have that  
10 particular plan on two lines, again, 847-446-7339  
11 and 847-446-3394. The verbiage -- the language of  
12 the confirmation I got -- and this is not the first  
13 time this has happened. This is the first time that  
14 AT&T is fighting this so hard and it's pitiful  
15 because it's a few dollars a month is what you would  
16 spend for one sandwich.

17 However, the representative -- and,  
18 again, I want to emphasize, I have her name and the  
19 date that we spoke, she clarified -- because they  
20 have to confirm what has been agreed, and they ask  
21 you, You are today going to subscribe, blah, blah,  
22 blah. And she told me -- because I had the choice

1 of a number of features, and she confirmed to me the  
2 choices that I had chosen, which was Talking Call  
3 Waiting and Caller ID --

4 JUDGE RILEY: Right.

5 MS. MILOTTI: -- I said, Fine. I said, I want  
6 this on 847-446-7339 and 847-446-3394. I want  
7 nothing on the 847-446-5476. And that was the end  
8 of it.

9 And, again, as I said, when you look  
10 at this, since this is something that was prepared  
11 by AT&T, it doesn't say here that this is only for  
12 one line. And, you know, usually businesses are  
13 very specific.

14 JUDGE RILEY: Is that the tariff you're looking  
15 at?

16 MS. MILOTTI: No, that's the letter -- whatever  
17 you want to call it (indicating).

18 JUDGE RILEY: That's the promotional material,  
19 the advertisement.

20 MS. MILOTTI: No, no, it's not the promotional.  
21 This is the confirmation of what I had.

22 You know, you may have it laying

1 there. I don't know.

2 JUDGE RILEY: I see where it has everything on  
3 here. It describes all of the services you're going  
4 to get, but it only references one number, that's  
5 the problem.

6 MS. MILOTTI: But it does say two lines, sir.  
7 Right here (indicating).

8 JUDGE RILEY: It says it's the 2-Line Service.  
9 Where's the second line?

10 MS. MILOTTI: They put, unfortunately, the wrong  
11 one -- oh, here it is, Caroline.

12 JUDGE RILEY: There's your primary line right  
13 there.

14 MS. MILOTTI: Correct.

15 And then they were supposed to have  
16 the --

17 JUDGE RILEY: It's 3394.

18 MS. MILOTTI: -- and, unfortunately, here you  
19 see on the confirmation letter, it does not say that  
20 they put it on the wrong one.

21 JUDGE RILEY: Okay.

22 MS. MILOTTI: So, I have no way of --

1 JUDGE RILEY: Right.

2 Mr. Huttenhower, response from

3 Illinois Bell.

4 MR. HUTTENHOWER: Well, I'm still not sure if

5 there's an issue with the Line-Backer, or not,

6 because the Line-Backer comes on both lines in the

7 package.

8 JUDGE RILEY: And you said -- your response

9 is --

10 MR. HUTTENHOWER: And if -- she said that the

11 issue is about -- well, she wanted this other -- she

12 wanted the third line to be part of the package --

13 MS. MILOTTI: No, no, no, sir.

14 MR. HUTTENHOWER: May I finish?

15 JUDGE RILEY: Let him finish.

16 MR. HUTTENHOWER: If she wants the 2-Line

17 Package, one of the lines to be swapped out so

18 that --

19 JUDGE RILEY: The business line could be

20 included.

21 MR. HUTTENHOWER: -- we can certainly do that,

22 but that was not clear from what was said in the

1 complaint.

2 I mean, more fundamentally the issue  
3 is what is included -- what features are included in  
4 the 2-Line Package. And, I guess, we have a  
5 difference of opinion about what the confirmation  
6 materials would say in terms of, Do these features  
7 go on one line or both lines?

8 JUDGE RILEY: Right.

9 My impression, after all of the  
10 discussion that we've had, is what you're,  
11 essentially, asking for is this All Distance 2-Line  
12 Service Plan with all these features. You want that  
13 on your primary line, 7339 and the business line,  
14 3394.

15 MS. MILOTTI: Correct.

16 JUDGE RILEY: So, you, essentially, do want to  
17 swap out this fax/DSL line and substitute it with  
18 the 3394.

19 MR. HUTTENHOWER: Well, that is part what she  
20 wants, but the terms of the package are such that  
21 the features, the Call Waiting and such, are only on  
22 one line in the package --



1 JUDGE RILEY: I see.

2 MR. HUTTENHOWER: -- so that she wants them to  
3 be on both lines in the package.

4 JUDGE RILEY: In other words, if they did swap  
5 the lines, she'd still only get the features on the  
6 primary line.

7 MR. HUTTENHOWER: Right.

8 JUDGE RILEY: Is there any other service plan  
9 that AT&T has that she could possibly get those  
10 features on both lines?

11 MR. HUTTENHOWER: We explored that with  
12 Ms. Milotti in May and I believe the conclusion was  
13 that there wasn't anything.

14 JUDGE RILEY: So, in other words, there's no  
15 remedy for her problem.

16 MR. HUTTENHOWER: Unless she wanted to pay, you  
17 know, for those additional features that she'd pay,  
18 you know, whatever, per month --

19 JUDGE RILEY: Right.

20 MR. HUTTENHOWER: -- to have on the line.

21 JUDGE RILEY: It would be an additional cost.

22 MR. HUTTENHOWER: Yes.

1 MS. MILOTTI: Judge, as I said, this is the  
2 latest one I received. And I just think it's kind  
3 of ludicrous because it says, We don't think  
4 satisfied is good enough. So, here, yet, is another  
5 plan, Unlimited Local Calling with up to 10 features  
6 and all inside wire protection plan, just \$30 per  
7 month with AT&T Complete Choice, other monthly  
8 charges apply.

9 So, I believe from everything that has  
10 gone on with AT&T, this is not the first time  
11 there's been problems, this is the first time this  
12 has gone on that far.

13 The wording sometimes is very  
14 ambiguous. And at this particular point, as you  
15 might remember, Judge, I'm a widow, I have a son,  
16 and I, of course, am pursuing this because if big  
17 companies are going to give bad service and take  
18 advantage of the little people, then, we are looking  
19 at a very bad future.

20 And I think that all they have to do  
21 is provide what they said they are going to provide.  
22 And I think that telling a customer on the phone,

1 This conversation is being recorded. I will now  
2 confirm what you have chosen. And, then, to turn  
3 around and, (a), not follow my directions, put the  
4 DSL line, fax line, whatever you want to call it, on  
5 the plan when that is not what I wanted and, then,  
6 on top of that lo and behold, what I was told I was  
7 going to get, which were two features, I had a  
8 choice of two features -- and actually, the irony of  
9 this is that, I did not want Voice Mail. And I was  
10 told that if I did not get Voice Mail, I could not  
11 get this particular plan.

12                   So, I am forced to have a feature I  
13 don't want. I would be more than happy,  
14 Mr. Huttenhower -- I hope I'm pronouncing it  
15 correctly. I would be more than happy to have you  
16 remove Voice Mail and give me what I originally was  
17 promised, which is the Talking Call Waiting and the  
18 Caller ID on 847-446-3394.

19       MR. HUTTENHOWER: I guess I have a problem  
20 hearing that you seem to think that we should  
21 provide -- or we are obligated to provide whatever  
22 mix of services you want. We can do that. But, if

1 we have a package price, the components of the  
2 package are what we choose, not that the -- you  
3 know, within limits. . . And, for example, removing  
4 Voice Mail from the package would disqualify you  
5 from the package, you would no longer get that,  
6 presumably, more favorable price.

7                   If that's something you want, we can  
8 do that.

9       MS. MILOTTI: No, it's not.

10                   What I was saying, the irony is that  
11 you are providing the service that I do not want or  
12 need. And, yet, the one that I was told I was going  
13 to get, you are refusing to provide.

14       JUDGE RILEY: What Counsel is explaining,  
15 though, is that when you subscribed to these  
16 packages --

17       MS. MILOTTI: Yes.

18       JUDGE RILEY: -- you get all of the features  
19 that are in the package, that's what makes it a  
20 package.

21       MS. MILOTTI: Correct.

22       JUDGE RILEY: You get everything.

1 MS. MILOTTI: That's fine.

2 JUDGE RILEY: It's not -- the services can't be  
3 separated out.

4 MS. MILOTTI: That's fine. That's not the  
5 problem.

6 JUDGE RILEY: What you want are these two  
7 particular services --

8 MS. MILOTTI: Exactly.

9 JUDGE RILEY: -- on your second line.

10 MS. MILOTTI: Exactly.

11 JUDGE RILEY: Right. And that's the impasse  
12 here.

13 MR. HUTTENHOWER: Those services on the second  
14 line are not part of the package.

15 MS. MILOTTI: Why isn't it, first of all --

16 JUDGE RILEY: That was my next question.

17 Why aren't -- if she subscribes to a  
18 package and originally said, I want these two lines  
19 to be covered by that package, what happened that  
20 that second line was not covered?

21 MR. HUTTENHOWER: Because the terms of the  
22 package are that the features are on one line only.

1 JUDGE RILEY: Okay. Is that what the tariff  
2 says?

3 MR. HUTTENHOWER: Yeah.

4 JUDGE RILEY: And that's what you said in the  
5 Motion to Dismiss.

6 MR. HUTTENHOWER: Yes.

7 Why the marketing people structured it  
8 that way or -- I don't know.

9 MS. MILOTTI: Well, sir -- I'm sorry.

10 JUDGE RILEY: I'm trying to find a resolution to  
11 this.

12 MR. HUTTENHOWER: I mean, in terms -- I prefer  
13 to just talk about that off the record, but. . .

14 JUDGE RILEY: Let me ask this. Is there a  
15 contract -- a term limitation for this service, or  
16 is it by a month-by-month --

17 MR. HUTTENHOWER: I think -- yeah, the customer  
18 can get out of it whenever they want to.

19 JUDGE RILEY: Would the Complainant be able to  
20 advise -- or notify AT&T that she wanted to drop  
21 that 5476, which is currently included under that --  
22 apparently, under that package? Simply say, AT&T, I

1 want to remove that number from this All Distance  
2 2-Line Service Plan.

3 MR. HUTTENHOWER: Is your question, could we  
4 swap one in for the other so that the business line  
5 would have Line-Backer as opposed to this DSL line  
6 having Line-Backer?

7 JUDGE RILEY: Right.

8 MR. HUTTENHOWER: That wouldn't be an issue.

9 JUDGE RILEY: But it comes down to the Caller ID  
10 and Call Waiting.

11 MR. HUTTENHOWER: Yeah, that's --

12 JUDGE RILEY: Can she obtain Caller ID and Call  
13 Waiting under the All Distance 2 separately from the  
14 primary number?

15 MR. HUTTENHOWER: Those are features that can be  
16 bolted onto that line, but at some monthly cost, you  
17 know.

18 JUDGE RILEY: So, it wouldn't be under the All  
19 Distance 2-Line Service Plan regular cost.

20 MR. HUTTENHOWER: Correct.

21 JUDGE RILEY: Okay.

22 In other words, I don't understand why

1 she can't subscribe separately each one of these  
2 lines and say, Okay, I've got All Distance 2-Line  
3 Service Plan for 7339, and then say, I want to  
4 obtain the same plan separately for this 3394 line  
5 with all the same features.

6 MR. HUTTENHOWER: Well, it's a 2-Line Plan.

7 JUDGE RILEY: So, there's got to be two lines in  
8 there.

9 MR. HUTTENHOWER: And I think -- I suppose she  
10 could subscribe, but then she'd be charged the  
11 monthly fee twice for the package.

12 JUDGE RILEY: Just double the cost.

13 MR. HUTTENHOWER: Whereas -- I mean, I don't  
14 know the cost of the, you know, Call Waiting and  
15 Caller ID separate. You know, I assume it's  
16 something like \$4 for each per month on top of what  
17 she'd already be paying.

18 JUDGE RILEY: Right. It wouldn't be exorbitant,  
19 you think -- well --

20 MR. HUTTENHOWER: I mean, no, it's not a million  
21 dollars a month.

22 JUDGE RILEY: Could you find out what the



1 additional charge would be to have Caller ID and  
2 Call Waiting for 3394?

3 MR. HUTTENHOWER: I don't -- I think it's in the  
4 range of 4 or \$5 a piece per month. I don't know  
5 for sure.

6 JUDGE RILEY: It would run 8 to \$10 additional  
7 on her bill each month.

8 MR. HUTTENHOWER: Right.

9 JUDGE RILEY: That's one possible solution.

10 I don't know, Ms. Milotti, if that's  
11 even -- in other words, what Mr. Huttenhower stated  
12 is that they have a filed tariff that prohibits them  
13 from offering those features under the All Distance  
14 2-Line Service Plan to the second line.

15 MS. MILOTTI: Judge, unfortunately, what  
16 happened is -- and, again, I'm sorry, I have so many  
17 problems with AT&T that I have huge files. I still  
18 have them. The problem that I had about two years  
19 ago was resolved. And it seems that back then they  
20 could provide what they said they were going to  
21 provide.

22 This time they're saying that they

1 cannot provide what they said they were going to  
2 provide. So, I am thoroughly confused.

3 But, to me the issue is this. If a  
4 representative -- if a person who's an employee of  
5 AT&T is telling me -- and beside this, the verbiage,  
6 it should have been very specific, this applies only  
7 to one line, whereas here it specifically says, For  
8 \$57.95 per month, plus applicable taxes and service  
9 fees, your All Distance 2-Line Service includes, and  
10 then it tells you.

11 Again, I'm not a lawyer, but if one of  
12 these lines was not going to get these features, it  
13 should have specifically said, This will not be on  
14 both lines. And it says exactly the opposite.

15 JUDGE RILEY: That's, essentially, what your  
16 complaint is, that you were not informed that the  
17 second line was not going to get those --

18 MS. MILOTTI: Exactly.

19 JUDGE RILEY: Plus the fact that they put the  
20 wrong line under the service plan.

21 MS. MILOTTI: Correct, Judge.

22 JUDGE RILEY: Your business line instead of the

1 DSL line.

2 MS. MILOTTI: Correct, Judge.

3 And, as I said, I would be more than  
4 happy to provide you with an -- actual facts of the  
5 bill, where I wrote the name of the woman who  
6 confirmed all of this for me, the date. She  
7 confirmed what I was going to get. And she told me  
8 that it was being recorded. What's the use?

9 JUDGE RILEY: That's going to be a very  
10 difficult thing to prove, because what they have is  
11 that letter that they sent to you, which is going to  
12 be -- that is their proof. That regardless of what  
13 else you heard from someone on the phone, that  
14 letter is going to trump it.

15 MS. MILOTTI: Well, even the letter specifically  
16 says that I'm getting this on two lines.

17 JUDGE RILEY: Right.

18 MR. HUTTENHOWER: I don't believe that the  
19 letter says such a thing at all.

20 MS. MILOTTI: Here, sir (indicating).

21 MR. HUTTENHOWER: It does not specifically say,  
22 You are getting these features on two lines.

1 MS. MILOTTI: Would you like to read it?

2 MR. HUTTENHOWER: I have read the letter, ma'am.

3 MS. MILOTTI: Okay.

4 MR. HUTTENHOWER: I have filed a Motion to

5 Dismiss. We are obligated to follow the terms of

6 our tariff.

7 MS. MILOTTI: Mr. Huttenhower, may I please read

8 what it says, is it okay?

9 JUDGE RILEY: Go ahead.

10 MS. MILOTTI: Thank you. Thank you, Judge.

11 I'm reading the whole thing now.

12 For \$57.95 per month, plus applicable

13 taxes and service fees, your All Distance 2-Line

14 Service includes, Basic Local Residence Phone Line;

15 Long Distance Service provided by AT&T Long

16 Distance; Voice Messaging Service; Line-Backer Wire

17 Maintenance Plan; Message Waiting Indicator; Caller

18 ID with Name Display; Plus your choice of two

19 additional calling features from the following

20 lists: Automatic Callback; Call Forwarding; Call

21 Screening; Call Waiting; Distinctive Ring; Privacy

22 Manager; Repeat Dialing; Speed Calling 8; Talking

1 Call Waiting; and 3-Way Calling. Additional  
2 residence phone line, which is the 5476 line.

3                   This is now my -- it stops at  
4 Additional residence phone line.

5       JUDGE RILEY: Where does it say that?

6       MS. MILOTTI: (Indicating.)

7       JUDGE RILEY: Additional residence phone line.  
8 Okay.

9       MS. MILOTTI: Which is the 5476, because it's  
10 three lines. So, two plus one is three.

11       JUDGE RILEY: I guess that would be my other  
12 question, maybe the tariff can answer that.

13                   But, why would this be a 2-Line  
14 Service Plan if it didn't apply the features to both  
15 lines? That's what I don't understand.

16       MR. HUTTENHOWER: I can't answer why it's  
17 offered that way, but I would probably think it has  
18 its history back in the day when people would have,  
19 you know, a computer line and a voice line, or a  
20 fax line and a voice line, and you wouldn't want  
21 Caller ID and the other stuff on that sort of line  
22 because you wouldn't use it, you know, it's hooked

1 up for the computer.

2 Now, with DSL, I don't know -- and  
3 people don't need a second line for a computer,  
4 necessarily, why the package is organized the way it  
5 is. But, that's how it's been developed.

6 MS. MILOTTI: However, as I said, it's also more  
7 of a -- proof of what I'm saying is the fact that  
8 since I have three lines, and since what I just read  
9 was applying to two lines, and then it says that I  
10 have an additional residence phone line, that makes  
11 it three lines.

12 MR. HUTTENHOWER: No.

13 JUDGE RILEY: No, I'm not certain --

14 MS. MILOTTI: Why not?

15 JUDGE RILEY: -- I would interpret it the same  
16 way. But it does say, An additional residence line.

17 MS. MILOTTI: Right.

18 JUDGE RILEY: The other thing I'm looking at  
19 here, though, was in the terms and conditions of the  
20 tariff. Under Paragraph C, Part 2 says, You select  
21 three, and 2-Line you select three can only be  
22 provisioned on the customer's main or primary access

1 line.

2 MS. MILOTTI: Where is that?

3 MR. HUTTENHOWER: That's in the Motion to

4 Dismiss.

5 MS. MILOTTI: But, do I have that? Did I

6 receive --

7 JUDGE RILEY: Yes, you --

8 MS. MILOTTI: No, no. In other words, did I

9 receive that when I applied for the plan? Because

10 that is something that happened now.

11 JUDGE RILEY: No, you wouldn't receive the

12 tariff.

13 MS. MILOTTI: Well, so, how would I know?

14 MR. HUTTENHOWER: The tariffs are --

15 JUDGE RILEY: Like any law.

16 MR. HUTTENHOWER: -- of public record.

17 JUDGE RILEY: Right.

18 MS. MILOTTI: Judge, if I had called AT&T and I

19 have applied for a plan and I have been confirmed

20 what I have chosen and the call was, supposedly,

21 recorded, how could I possibly go into -- I have no

22 idea where, in order to find out that what I was

1 confirmed was incorrect?

2                   Then, they should train their  
3 people -- if the woman made an error, it is -- still  
4 is AT&T's responsibility.

5       JUDGE RILEY: Well, that's if the individual  
6 made an error.

7       MS. MILOTTI: Well, then, why is the phone call  
8 recorded?

9       JUDGE RILEY: I don't know. I don't know  
10 anything about that.

11       MR. HUTTENHOWER: I believe that we give a  
12 message that the calls are recorded because there  
13 are federal laws -- or state laws that require us to  
14 give notice to people if we might be recording the  
15 call. It doesn't necessarily tie into giving  
16 assurance to the customer that everything said on  
17 the call is accurate. It's because you have to tell  
18 somebody if you're recording them because you can't  
19 record somebody on a phone conversation without  
20 their permission.

21       MS. MILOTTI: Well, Mr. Huttenhower, I don't  
22 mean, you know, We might be recording or monitoring.



1 This is not what I mean. What I mean is, after she  
2 described the plan to me, she then told me, Okay,  
3 this is now going to be recorded. Mrs. Milotti, you  
4 are choosing Plan -- whatever it is -- on number so-  
5 and-so and number so and so, for this amount. Yes?  
6 Yes.

7 So, it was recorded as of a specific  
8 time and she advised me that she was recording the  
9 call.

10 MR. HUTTENHOWER: Now --

11 JUDGE RILEY: I don't understand how the  
12 recording at all is relevant here.

13 MS. MILOTTI: Because it proves that she told me  
14 I was getting the features on both lines. The  
15 confirmation letter I received, specifically says  
16 that it's for two lines.

17 JUDGE RILEY: Ms. Milotti, even if -- assuming  
18 that everything you said is correct, if this  
19 individual said that and she was mistaken in saying  
20 so, it can't contravene the tariff. AT&T has got to  
21 absolutely adhere to what they have filed in their  
22 tariff.

1                   So, even if an employee of AT&T  
2 erroneously told you something, that doesn't -- it  
3 doesn't affect what AT&T is obligated under the  
4 tariff.

5       MS. MILOTTI: Well, then, AT&T must have made  
6 the mistake, as I said, about two years ago, when  
7 the same thing happened all over again. And that  
8 time it did not go that far. I didn't have to file  
9 a complaint. Nothing happened. I spoke to their  
10 executive department, I think it is, and there is a  
11 young woman who called and said, I am terribly sorry  
12 that this has happened.

13                   In that particular case it was a -- I  
14 was quoted a price and I -- I was quoted a rate, and  
15 I was given a different rate. And, therefore, she  
16 gave me a credit for the rate that I had been  
17 originally quoted.

18                   So, I am now confused. If sometimes  
19 they can correct their errors and other times they  
20 cannot correct their errors -- and I have all of  
21 this, too.

22       JUDGE RILEY: The solution that I keep coming

1 back to, would you be willing to pay an extra amount  
2 each month, whatever the amount is, to have Call  
3 Waiting and Caller ID applied to Line 3394, because  
4 under the tariff it's not included -- those features  
5 are not --

6 MS. MILOTTI: Right.

7 JUDGE RILEY: -- included under the package.

8 MS. MILOTTI: Well, Judge, I am here for the  
9 principal, as I'm sure you know. This is a small  
10 amount. I am not willing to have AT&T offer me  
11 something -- confront something to me and then tell  
12 me, We told you you were not going to pay for it,  
13 but now you have to pay for it.

14 I have let it slide. I was supposed  
15 to get the check for \$49.99. And instead of a check  
16 I received a credit. A check means that I can spend  
17 it wherever I want. I did not have the choice. And  
18 that's what I was supposed to get. I let it slide.  
19 It's okay. It doesn't really matter.

20 But, I do object to having a  
21 confirmation letter that specifically says I have a  
22 plan that applies to two lines, plus a third line.

1 And the plan is for these two lines, plus a third  
2 line.

3                   Why am I supposed -- and here, here's  
4 yet another -- another promotional material sent  
5 (indicating). 10 features. I don't want 10  
6 features. I want two.

7       JUDGE RILEY: But the package that they offer  
8 has 10 features. So, you get the 10 features. You  
9 can't customize it for your own --

10      MS. MILOTTI: Absolutely. Absolutely.

11      JUDGE RILEY: -- for your own benefit.

12      MS. MILOTTI: Absolutely. And I have no problem  
13 with that.

14                   But, what I'm saying is, if they're  
15 giving all these features without any problem, and  
16 if I have been confirmed a specific plan, which does  
17 include two features of my choice on the two lines,  
18 plus a third line, why is it that I cannot have it,  
19 if that's what it says?

20      JUDGE RILEY: Is it --

21      MS. MILOTTI: And that's what the woman said.

22      JUDGE RILEY: Now, is that your interpretation

1 of the letter that you have there --

2 MS. MILOTTI: Absolutely.

3 JUDGE RILEY: -- that it was for two lines, plus

4 a third line?

5 MS. MILOTTI: But it says so.

6 JUDGE RILEY: Let me take another look at that

7 letter.

8 MS. MILOTTI: Here, Judge (indicating).

9 JUDGE RILEY: I didn't read that at all.

10 MS. MILOTTI: Here it says, 2-Line Service

11 includes. . . and an additional residence phone

12 line.

13 JUDGE RILEY: That's the second line.

14 MS. MILOTTI: That's the third line.

15 JUDGE RILEY: No, ma'am. I'm sure what they

16 were referring to, it's a 2-Line Plan and they're

17 saying you have a primary and an additional

18 residence line, an additional residence phone line.

19 My question is, again, why would they

20 include an additional residence phone line if they

21 weren't going to apply the services to it, but, I

22 guess, there's really no way of knowing that.

1       MR. HUTTENHOWER:  I don't know why they have it  
2   the way it is, whether there was some marketing  
3   study that said, this is demand, whether there was  
4   some network issue, although I don't really think  
5   there would be a network issue, but that's the way  
6   the package is.

7       JUDGE RILEY:  Right.

8                    So, even if the two lines were to be  
9   swapped out, 3394 substituted for 5476 --

10      MR. HUTTENHOWER:  Yeah.

11      JUDGE RILEY:  -- these features would only apply  
12   to the primary line.

13      MR. HUTTENHOWER:  Now, Ms. Milotti, before May  
14   of 2006, did you -- you had multiple lines even  
15   before that, right?

16      MS. MILOTTI:  Correct.

17      MR. HUTTENHOWER:  So, it's possible that -- you  
18   know, you already had three lines, maybe.

19      MS. MILOTTI:  Correct.

20      MR. HUTTENHOWER:  So, that the confirmation  
21   letter, because you were signing up for this package  
22   on two lines, is only talking about the two lines

1 because this third line, nothing was changing on it,  
2 so there would be no reason for us to send a  
3 letter -- we send letters when service has changed.  
4 We don't send letters when nothing is happening to a  
5 service. So, that this letter wouldn't have  
6 addressed this third line you have that nothing is  
7 happening --

8 MS. MILOTTI: It did because I am not billed  
9 separately for that line. And that line does  
10 include unlimited national -- what's supposed to be  
11 the 5476?

12 JUDGE RILEY: Okay. I've lost you here.

13 MS. MILOTTI: I have three lines.

14 JUDGE RILEY: Right.

15 MS. MILOTTI: The unlimited calls apply to all  
16 three lines.

17 JUDGE RILEY: All right.

18 MS. MILOTTI: I am not billed separately. I am  
19 billed for all three lines unlimited calls  
20 nationwide.

21 The plan that I subscribed for, as far  
22 as the two features and the Line-Backer was, for two

1 lines.

2 JUDGE RILEY: Okay.

3 I'm unsure how Line-Backer is an issue  
4 at all here.

5 MS. MILOTTI: It's not. It's simply part of  
6 that plan.

7 JUDGE RILEY: Right, exactly. Okay.

8 MR. HUTTENHOWER: I guess where I was trying to  
9 go, Judge, so I don't have enough information to  
10 know, if whatever order she placed in May of '06,  
11 which lead this confirmation letter to be issued,  
12 did nothing to the free-standing line, there  
13 wouldn't have been a confirmation letter about the  
14 free-standing line because there were no changes to  
15 the service. But, I don't know exactly what all she  
16 did in May of '06, whether it was only sort of  
17 putting this 2-Line Package on or some other things,  
18 as well.

19 MS. MILOTTI: Oh, no, I'm sorry,  
20 Mr. Huttenhower, no, I should tell you.

21 The change was for all three lines  
22 because I subscribed to the -- before I had a finite



1 number of calls, whereas with this plan I had  
2 unlimited calls and that applied to all three lines.

3 MR. HUTTENHOWER: I mean -- I just don't know.

4 MS. MILOTTI: You do have my bills that will  
5 show you that I have unlimited calls on all three  
6 lines.

7 There you go (indicating).

8 JUDGE RILEY: Again, I'm not 100 percent sure  
9 how that figures into the issues in this matter,  
10 because what I thought it amounted to was that you  
11 wanted the Caller ID and Call Waiting --

12 MS. MILOTTI: Correct.

13 JUDGE RILEY: -- on the 3394 line.

14 MS. MILOTTI: Correct.

15 JUDGE RILEY: And, apparently, the only way that  
16 you can get it, from the language in the tariff and  
17 the from the way this matter is structured, is to  
18 pay extra for each month.

19 MS. MILOTTI: Right.

20 So, despite the fact that it was  
21 confirmed to me verbally and by the confirmation  
22 letter, I am being told that this is not the case

1 and that I have to pay extra.

2 JUDGE RILEY: Ms. Milotti, if you go to hearing,  
3 you're going to have an inordinately difficult time  
4 proving what was said to you over the phone. I  
5 don't know how you're going to do that.

6 MS. MILOTTI: Well, then, why is it being  
7 recorded?

8 JUDGE RILEY: I don't know. I don't know. But,  
9 I know that there's virtually no chance of you  
10 getting ahold of the recording or the individual who  
11 made these statements to you, that's the problem. I  
12 mean, even if this were a state or a federal court,  
13 it would be very difficult --

14 MS. MILOTTI: Okay.

15 JUDGE RILEY: -- to get something like that.

16 I think one solution -- I don't know  
17 if it's a solution in your eyes, but one solution  
18 would be to simply pay extra for those features on  
19 the 3394 line.

20 MS. MILOTTI: Which is exactly what AT&T would  
21 like me to do, which I strenuously object to  
22 because, again, it's promising something, verbally

1 and in writing, and -- again I ask you, Judge, if it  
2 says the plan is for two lines and if one line was  
3 excluded of certain features, when in documents  
4 everything is spelled out very clearly, why wouldn't  
5 it have said that these features are not for both  
6 lines?

7                   On top of this, that's what I was  
8 told. So, it's misleading the public and misleading  
9 a customer. And most of all, it is infuriating  
10 because you are trying to keep a client when there  
11 are so many other companies offering service.

12                   I'm not asking for anything  
13 extraordinary. I'm only asking for what I was told.  
14 I would never -- I have to go to work. I have lost  
15 \$60 the last time I was here. And, again, I am here  
16 on principal, Judge.

17       JUDGE RILEY: Okay.

18       MS. MILOTTI: I do not want to be taken  
19 advantage of.

20       JUDGE RILEY: All right.

21       MS. MILOTTI: I feel very vulnerable as a woman  
22 and a widow because I don't think that this would

1 have happened maybe if I were -- I don't know -- a  
2 man who would have used some choice words on the  
3 phone.

4 JUDGE RILEY: Ma'am, it's my understanding that  
5 you are opposing the Motion to Dismiss your  
6 complaint --

7 MS. MILOTTI: Oh, absolutely, sir.

8 JUDGE RILEY: -- based upon representations that  
9 were made to you over the phone by AT&T employees.

10 MS. MILOTTI: Correct.

11 JUDGE RILEY: And it was your clear  
12 understanding that the features that are on the All  
13 Distance 2-Line Service Plan were to apply to 7339  
14 and to 3394.

15 MS. MILOTTI: Correct, sir.

16 JUDGE RILEY: And that 5476 was erroneously  
17 placed under that plan.

18 MS. MILOTTI: Correct, sir.

19 JUDGE RILEY: Okay.

20 MS. MILOTTI: And on top of this, when I  
21 received the confirmation letter, it made -- what  
22 made sense is that they were talking about the plan.

1 The plan applied to the two lines, plus an  
2 additional line and, therefore, I saw two lines with  
3 these features and an additional, which is a total  
4 of three lines, which is exactly what I have.

5 JUDGE RILEY: Okay.

6 MS. MILOTTI: And I understand that one thing  
7 was not clear, which is that the plan included  
8 unlimited calls and that did apply to all three  
9 lines, which was not the case before I got the plan.

10 JUDGE RILEY: All right.

11 The procedure -- Mr. Huttenhower, did  
12 you have anything further?

13 MR. HUTTENHOWER: No, your Honor.

14 JUDGE RILEY: The procedure at this point is, it  
15 is paramount -- strike that.

16 The first order of business would be  
17 for me to deal with this motion of AT&T to dismiss  
18 your complaint.

19 MS. MILOTTI: Okay.

20 JUDGE RILEY: I will prepare what is called a  
21 Proposed Order, and I will send it to each of you.

22 MS. MILOTTI: Okay.

1       MR. HUTTENHOWER:  I don't know, Ms. Milotti,  
2       would you like the opportunity to respond in writing  
3       to the motion --  
4       JUDGE RILEY:  I'm sorry.  That's the next line.  
5                Would you want to make a written  
6       response to the Motion to Dismiss?  
7       MS. MILOTTI:  Absolutely.  Would you give me an  
8       idea of what it is I'm supposed to do?  I don't  
9       know.  
10       JUDGE RILEY:  Well, what you do is simply read  
11       through the motion itself and address each one of  
12       the points --  
13       MS. MILOTTI:  Okay.  Okay.  
14       JUDGE RILEY:  -- that Counsel has made.  
15       MS. MILOTTI:  Okay.  
16       JUDGE RILEY:  And he's got it headed, you know,  
17       the DSL Rebate Complaint; the Line-Backer Claim; the  
18       Calling Features Claim, and then there's a Motion to  
19       Strike.  
20       MS. MILOTTI:  Okay.  
21       JUDGE RILEY:  How much time do you think you're  
22       going to need?

1 MS. MILOTTI: Well, quite frankly, I'm having a  
2 birthday Saturday, I'm 60 so --

3 JUDGE RILEY: No, it will be much -- you'd get  
4 much more time than that.

5 MS. MILOTTI: Okay. How much time --

6 MR. HUTTENHOWER: Not till you turn 61.

7 MS. MILOTTI: Don't remind me I'm going to turn  
8 61, thank you very much.

9 JUDGE RILEY: This is the 18th. Would you be  
10 able to have something prepared, say, by the close  
11 of business Friday, August 3?

12 MS. MILOTTI: Oh, yes.

13 JUDGE RILEY: Now, you would file that, once  
14 you've completed it, file it with the Office of our  
15 Chief Clerk in Springfield.

16 MS. MILOTTI: Okay.

17 JUDGE RILEY: And specifically state that this  
18 is your response --

19 MS. MILOTTI: Okay.

20 JUDGE RILEY: -- to the Verified Motion of AT&T,  
21 Illinois Bell.

22 MS. MILOTTI: And how do I file that?

1 JUDGE RILEY: Simply put it in an envelope and  
2 address it to the Office of the Chief Clerk in  
3 Springfield. It's the same address where you sent  
4 your original complaint.

5 MS. MILOTTI: Okay.

6 JUDGE RILEY: And once they get that, they will  
7 post it. I'll be notified. And, then, I will make  
8 a decision.

9 MR. HUTTENHOWER: Judge, may I have until the  
10 10th of August, in case I want to submit any  
11 response?

12 JUDGE RILEY: Yes. I know I keep jumping the  
13 gun here, but you're absolutely right. So, we'll  
14 set August 3 --

15 MS. MILOTTI: Do I have to mail it or can I fax  
16 it?

17 JUDGE RILEY: It has to be verified.

18 MS. MILOTTI: Okay.

19 JUDGE RILEY: I think you'd be better off  
20 mailing it.

21 MS. MILOTTI: Okay.

22 JUDGE RILEY: Unless you can send it



1 electronically.

2 MR. HUTTENHOWER: I think, Ms. Milotti, you  
3 know, I file things all the time and so I have an  
4 account where I can file things with the Commission  
5 electronically. It's easy. I don't know, assuming  
6 this is your only case here, it may not be worth  
7 your while to set up the electronic thing --

8 MS. MILOTTI: No.

9 MR. HUTTENHOWER: -- but I think the Clerk's  
10 Office, you know, would take it if you send it in  
11 the mail. But, if you want to fax it to me, so --  
12 you know, on the 3rd, because the Clerk's Office  
13 probably won't get it till, you know, Tuesday of  
14 next week.

15 MS. MILOTTI: Okay. I have your business card.

16 MR. HUTTENHOWER: So, that would be fine. And  
17 you would send a copy to the Judge, too, I assume.

18 JUDGE RILEY: I've got the note here to look for  
19 it on the 3rd.

20 MS. MILOTTI: Do I have your fax number, Judge?

21 JUDGE RILEY: Why don't I give you a couple of  
22 numbers (indicating).

1                   Then, the other thing that I'm going  
2 to do, then, is I am going to set, say, August 16th  
3 for another status.

4           MS. MILOTTI:   Okay.

5           JUDGE RILEY:   You will get a notice of that from  
6 the Clerk's Office that we are going to be  
7 reconvening on the 16th.   We may not reconvene at  
8 all.   It depends on the responses that I get to the  
9 Motion to Dismiss.

10          MS. MILOTTI:   Okay.

11                       Thank you very much.

12          JUDGE RILEY:   Thank you.   Have a good day.

13                               (Whereupon, the above-entitled  
14                               matter was continued to  
15                               August 16, 2007.)

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